



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

"The Government presents a different case. It denies that Hermis had a knife and even that Brown was acting in self defence. Notwithstanding the repeated threats of Hermis and intimations that one of the two would die at the next encounter, which seem hardly to be denied, of course it was possible for the jury to find that Brown had not sufficient reason to think that his life was in danger at that time, that he exceeded the limits of reasonable self defence or even that he was the attacking party. But upon the hypothesis to which the evidence gave much color, that Hermis began the attack, the instruction that we have stated was wrong."

---

**Homicide—Self-Defense as Affected by Defendant's Being Engaged in Gambling.**—In *State v. Leak*, 103 S. E. 549, the Supreme Court of South Carolina held that a defendant is not deprived of the right of self-defense on the theory of provoking the difficulty, because he was at the time engaged in gambling with deceased, who became provoked and attacked him on account of his winning his money.

The court said in part: "His Honor, the presiding judge, thus charged the jury: 'I charge you that in this case, if you should find that the defendant at the bar, Henry Leak, provided—if he was gambling and if he provoked—the fight with any other person, on account of any money won by gaming, he would be violating the law, and the plea of self-defense would not be available to him. I repeat, if you should find in this case that the defendant at the bar provoked the difficulty, on account of money won in a game of chance, or in gambling, the plea of self-defense would not be available to him. On the other hand, I charge you that if the difficulty was provoked by the deceased, or if it was not provoked by the defendant, on account of the game of chance, why then the plea of self-defense would be available to him, and, if it is proven to your satisfaction, as I shall charge you further, why you will give him the benefit of it. The law does not recognize the rights of gambling; on the contrary, gambling is unlawful in this state. \* \* \*' It cannot be successfully contended, when a fight takes place during a gambling game, between the participants, that such a result was naturally and probably to be anticipated from the mere fact that gambling is unlawful. The causal connection between the unlawful act of gambling and the encounter arising during the progress of the game between the participants is too remote to destroy the right of self-defense. Furthermore, if the ruling of his Honor, the presiding judge, should be sustained, it would lead logically to the further untenable proposition that neither the assailant nor the party upon whom the assault was made would have the right to rely upon the plea of self-defense. The exception raising this question is sustained."

---

**Payment—Agreement to Pay in Liberty Bonds.**—In *Nelson v. Rhem*,